

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
  - ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
  - ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
  - ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
  - ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
  - ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_.
-

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

## EXHIBIT "C"

### GENERAL PROVISIONS

- 1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.
- 3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.
- 4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

**EXHIBIT "B"**

**PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be NOT-TO-EXCEED \$5,000 as specified below:

Review of Current Plan Structure	\$500
Data Collection and Analysis	\$3,400
Presentation of Results	\$1,100
<b>TOTAL</b>	<b>\$5,000</b>

2) Payment shall be made to CONSULTANT upon completion of project milestones identified above and in Section 7 of Exhibit A. CONSULTANT shall submit invoices to:

Finance and Technology Department

Emily Combs

City of Fairfield

1000 Webster St.

Fairfield, CA 94533

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis.

**EXHIBIT "A"**

**SCOPE OF SERVICE**

**See attached**



## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of October 10, 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and Matrix Consulting Group ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect from October 2<sup>nd</sup>, 2017 to January 31<sup>st</sup>, 2018 or until the scope of work is completed.

EXECUTED as of the day first above-stated.


City of Fairfield, a municipal corporation

By: \_\_\_\_\_

  
David A. White  
City Manager

CONSULTANT

By: \_\_\_\_\_



## 4 Project Cost

The following chart provides a breakdown of project staff hours by team member, as well as the related costs for each task area:

	Project Manager	Senior Manager	Total Cost
<b>Comprehensive User Fee Study</b>			
Review of Current Plan Structure		4	\$500
Data Collection and Analysis	8	16	\$3,400
Presentation of Results	2	6	\$1,100
Total Hours	10	26	
Hourly Rate	\$175	\$125	
Total Professional Fees	\$1,750	\$3,250	\$5,000
<b>Total Project Cost</b>			<b>\$5,000</b>

Our proposed fixed price for conducting an Analytical Data Update of the City's Cost Allocation Plan is **\$5,000**. This price assumes no need for onsite interviews or presentations, and therefore does not include travel costs.

### **| 3 Scope of Work**

The City wishes to update their current cost allocation plan model with current data in order to provide updated allocation results for use in the current fiscal year budgeting and projections. An analytical data update would allow the City to update their current model, while reducing the burden on City staff to gather and input data and information. The following points outline the key services associated with an Analytical Data Update:

- **Review of Current Plan Structure:** The project team would review the current plan's structure with key City staff in order to ensure no significant changes need to be incorporated into the updated plan.
- **Data Collection and Analysis:** The project team would provide selected City staff with worksheets and data collection lists used in the previous plan. The worksheets would need to be reviewed and or revised by staff, and updated allocation data provided. Draft results would be presented to staff for review, and revisions made as necessary.
- **Presentation of Results:** Once final results have been achieved, the project team would work with selected City staff to ensure understanding and applications of the plan. If desired, the project team could also present results to interested departments or fund representatives.

This update will provide staff with updated results from the Cost Allocation Plan, as well as an updated model that can be updated in-house in future years. Providing an Analytical Data Update of the full cost allocation plan could take up to a month, depending on City staff and data availability.

## 2 Project Team

This section of the proposal provides a description of our proposed project team members and their role in the study. The specific roles of each proposed project team member are outlined below:

- **Courtney Ramos:** Financial Services Vice President for the Matrix Consulting Group, and will serve as the **Project Manager**. As the project manager, Ms. Ramos will be the primary contact for the project and will provide her expertise by leading interviews, discussing draft reviews, and presenting final results.
- **Khushboo Hussain:** A Manager with the Matrix Consulting Group, and will serve as the **Lead Project Analyst**. Ms. Hussain will participate in interviews and coordinate necessary data collection for the financial analysis, as well as develop customized excel models.

The following table provides abbreviated biographical summaries for Ms. Ramos and Ms. Hussain.

<b>Courtney Ramos</b> Vice President, Project Manager	<p>Since joining the firm in 2004, Ms. Ramos has managed and assisted with a number of cost allocation plan, user fee, management, operations, and staffing analyses for our California and national clients.</p> <p>Most recently, Ms. Ramos managed cost of service or fee studies for the following jurisdictions: Livermore, Vacaville, Fairfield, Long Beach, Pasadena, San Bernardino County, Suisun, and Winters (CA) as well as the Contra Costa County Sanitary District; Ft. Lauderdale, Kissimmee, and Cape Coral (FL); Asheville, (NC) Austin and Dallas (TX). In addition to her analytical work on client projects, Ms. Ramos developed the Cost Allocation Model used by the Matrix Consulting Group.</p>
<b>Khushboo Hussain</b> Manager Project Analyst	<p>Ms. Hussain has been a part of the Matrix Consulting Group for more than five years. While the primary focus of Ms. Hussain's tenure has been on Financial Services studies including Cost Allocation Plans and User Fee Studies, she is also highly knowledgeable with Management Consulting, specializing in Development Services processes and policies.</p> <p>Most recently, Ms. Hussain has lead or assisted with financial management studies for the following jurisdictions: Livermore, Vacaville, Fairfield, Long Beach, Pasadena, San Bernardino County, Suisun, and Winters (CA) as well as the Contra Costa County Sanitary District; Ft. Lauderdale and Kissimmee (FL); Asheville, (NC) Austin and Dallas (TX).</p>

- We currently have 18 full-time and 8 part-time staff.
- Our founders have worked together in this and other consulting organizations as one team for 10 to over 30 years.
- Our market and service focus is financial, management, staffing and operations analysis of local government.

Financial services are a core service area for the firm, which we have provided since we were founded.

## 2 Financial Services Qualifications and Experience

The primary focus of our financial studies is to provide documented and defensible cost recovery studies, and most importantly ensure our clients understand the analysis and how to implement results. User fee and cost of service study clients of the Matrix Consulting Group within the last five years include the following:

User Fee Studies	Cost Allocation Plans	Combined Cost and Fee Studies
Allegan County (MI)	Central Contra Costa San. District (CA)	Austin (TX)
Capitola (CA)	Cooper City (FL)	Fort Lauderdale (FL)
Kissimmee (FL)	Elk Grove (CA)	Huntington Park (CA)
Los Angeles (CA)	<b>Fairfield (CA)</b>	Los Altos Hills (CA)
Madera (CA)	Long Beach (CA)	Maui County (HI)
Marin County (CA)	Rockville (MD)	Manhattan Beach (CA)
Oceanside (CA)	Sacramento Public Library (CA)	Pasadena (CA)
San Diego (CA)	Santa Cruz City Resource Cons. Dist. (CA)	Petaluma (CA)
San Francisco (CA)	San Mateo (CA)	Redwood City (CA)
San Jose (CA)	Union Sanitary District (CA)	Richland (WA)
Santa Barbara County (CA)	Vacaville (CA)	Richmond (CA)
Sunnyvale (CA)	Watershed Conservation Authority (WCA)	San Bernardino (CA)
West Palm Beach (FL)	Willits (CA)	San Bernardino County

We have previously worked with the City of Fairfield to develop the current Cost Allocation Plan model, as well as provided the City with a model for internal use.

## **1 Company Background and Qualifications**

The mission of the Matrix Consulting Group is to provide our clients with highly detailed analysis, by creating a customized allocation strategy. Our service philosophy includes extensive input and interaction with our clients. This comprehensive approach has resulted in high levels of implementation of our project recommendations. The cornerstone of our consulting philosophy is summarized in the following points:

- A principal or senior member of the firm is always involved in every aspect of each of our studies. This includes interviews of staff, data collection, report writing, client meetings and public presentations. For this study, the firm's Vice-President in charge of our Financial Services Practice will lead our efforts.
- Our projects are approached with a firm grounding in formal analytical methodologies. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in as much detail as possible to ensure that recommendations are implemented and that our clients (and the public they serve) can understand the reasons for recommended changes.
- Our projects are characterized by extensive interaction between our consultants and our clients' staff, management and policy makers. This interaction includes extensive input through interviews, detailed data collection and analysis, and extensive internal reviews of facts, findings, conclusions and recommendations as studies proceed.

This philosophy has provided our clients with valuable assistance and advice in dealing with important public policy issues. It has also resulted in very high levels of implementation of our recommendations. The following sections detail our firm and project team's experience with User Fee and Cost of Service analyses, Cost Allocation Plans, as well as management studies.

### **1 Company Background**

The Matrix Consulting Group specializes in providing analytical services to local governments to assist them in providing highly responsive, efficient, and effective services to their residents. Our market and service focus is financial, management, staffing and operations analysis of local government. Our firm's history and composition are summarized below:

- We were founded in 2002, and incorporated in California.
- We have offices in Texas, Oregon, Washington, Illinois, North Carolina, and Massachusetts. Our headquarters are in Mountain View, California.

# matrix

consulting group

September 28, 2017

Emily Combs  
Budget Manager  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Dear Ms. Combs:

The Matrix Consulting Group is pleased to have this opportunity to further our relationship with the City of Fairfield and submit a proposal to conduct an Analytical Data Update of the City's Cost Allocation Plan. Our firm understands the urgency and importance of maximizing revenue recovery, and is committed to helping our clients create and establish documented and defensible policies and procedures that meet current and future needs.

The Matrix Consulting Group has significant experience working with a wide variety of jurisdictions performing cost of service analyses, and organizational and process audits. The Matrix Consulting Group stands apart from other firms for the following reasons:

- **Experience in cost allocation and fee for service studies:** Our firm and consulting team have extensive experience conducting Cost Allocation studies, with current and recent California clients including – Elk Grove, Vacaville, Suisun, and Winters. Additionally, our firm developed the City's current Cost Allocation Plan.
- **Project team qualifications:** We have proposed a highly qualified and experienced team for this engagement, which includes Courtney Ramos, our Financial Services Vice President.

For questions about this proposal or for contract negotiation please contact me, the firm's President, at [rbrady@matrixcg.net](mailto:rbrady@matrixcg.net), or at the letterhead contact points.

Richard Brady  
President

*Richard P. Brady*  
**Matrix Consulting Group**